

PROTECTIVE COVENANTS

These Covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate until January 1, 1991:

All of Blocks Ten (10), Eleven (11), Twelve (12) Thirteen (13), Fourteen (14); Lots One (1) to Eleven (11) and Lots Thirty-two (32) to Thirty-six (36), both inclusive, Block Seven (7); Lots Fourteen (14) to Twenty-nine (29), both inclusive, Block Five (5); Lots Seven (7) to Ten (10), both inclusive, Block Six (6); Lots Seventeen (17) to Twenty-two (22), both inclusive, Block Twenty-seven (27); Lots Seventeen (17) to Twenty (20), both inclusive, Block Twenty-eight (28); Lots One (1), Five (5), Twenty-seven (27) and Twenty-eight (28), Block Four (4); Lots One (1), Five (5), Twenty-three (23), Twenty-four (24), Block Three (3); Lots One (1), Five (5), Thirty-four (34) and Thirty-five (35), Block Two (2); Lots One (1), Five (5), Thirty-four (34) and Thirty-five (35), Block One (1), all in Westwood Heights, a subdivision in Douglas County, Nebraska.

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these Covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

A. Said lots shall be used only for single-family or duplex purposes and for accessory structures, or for church or school purposes, except that Lots One (1) and Thirty-five (35), Block One (1); Lots One (1) and Thirty-five (35), Block Two (2); Lots One (1) and Twenty-four (24), Block Three (3); Lots One and Twenty-eight (28), Block Four (4) and Lot Twenty (20), Block Twenty-eight (28) may be used for multiple-family structures.

B. No residential structure shall be erected or placed on any building plot which has an area of less than five thousand (5,000) square feet. No building shall be located on any lot nearer than thirty-five feet to the front lot line, nor shall any building, except a detached garage, be located nearer than five feet to any side line of any building plot; provided however that as to any lot or lots for which the Board of Appeals of the City of Omaha, Nebraska shall by resolution permit a lesser lot area or a lesser front or side yard, then the determination of said Board shall automatically supersede and amend the above Covenants as to such lot or lots.

C. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

D. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

E. The ground floor enclosed area of single-family residential structures, exclusive of open porches and garages, shall be not less than 748 square feet for a one-story structure nor less than 650 square feet for a one-and-one-half story or taller structure.

F. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company and Omaha Public Power District, their successors and assigns, to erect and operate, maintain, repair and renew poles with the necessary supports, sustaining wires, cross-arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said Addition; provided however that said side line easements are granted upon the express condition that if both of said utility companies fail to construct poles or wires along any of said side lot lines within three years from date hereof or if any poles or wires are thus constructed but are thereafter removed without replacement within sixty days after such removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easement ways.

G. Public concrete sidewalks, four feet wide by four inches thick, shall be installed by the then owner in front of each built-upon lot and also on the street side of all built-upon corner lots. Such sidewalks shall be installed at time of completion of the erection of the main structure upon each lot. The sidewalk edge nearest the lot line shall be located one foot outside the lot line, or at such other location as the undersigned owner shall specify in writing. No sidewalk need be built upon the 120th Street side of Lot Eleven (11), Block Ten (10).

H. No animals or poultry of any kind shall be raised or kept on any lot, except that dogs, cats and other household pets may be kept, provided they are not raised or kept for any commercial purpose.

IN WITNESS WHEREOF, the undersigned, being the owner of all said real estate, has caused these presents to be duly executed this 17th day of September, 1959.

Millard R. Seldin
Millard R. Seldin (Single)

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss. On the date last above written, before me, the undersigned, a Notary Public in and for said County, personally came MILLARD R. SELDIN, Single, to me known to be the identical person whose name is subscribed to the foregoing Protective Covenants, and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

My Commission Expires:
the 4 day of January

Stanley C. Ahmerman
NOTARY PUBLIC
COMMISSION EXPIRES
JAN 4 1964
DOUGLAS COUNTY, NEBRASKA